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8  
**UNITED STATES DISTRICT COURT**  
 9  
**DISTRICT OF NEVADA**

10  
 11 AIRMOTIVE INVESTMENTS, LLC, a  
 12 Nevada limited liability company,

13 Plaintiff,

14 v.

15 WELLS FARGO BANK, N.A.; a national  
 16 banking association; DOE individuals I  
 through XX; and ROW CORPORATIONS I  
 through XX,

17 Defendants.

18 Case No. 2:25-cv-00239-APG-EJY

**STIPULATION AND ORDER TO  
 EXTEND DEADLINE FOR WELLS  
 FARGO BANK, N.A. TO RESPOND TO  
 COMPLAINT**

**[SECOND REQUEST]**

19  
 20 THIS STIPULATION is entered into by and between Plaintiff Airmotive Investments LLC  
 21 (“Airmotive”) and Defendant Wells Fargo Bank, N.A. (“Wells Fargo”, and together with  
 22 Airmotive, the “Parties”), by and through undersigned counsel, to extend Wells Fargo’s deadline  
 23 to respond to Airmotive’s Complaint from March 28, 2025 to April 18, 2025 based on the  
 following:

24 1. On January 9, 2025, Airmotive served Wells Fargo with the Summons and  
 25 Complaint.  
 26 2. On February 4, 2025, Wells Fargo timely removed the Complaint to this Court.

27 [ECF No. 1.]

1       3.     Based on the date of removal, Wells Fargo's initial deadline to respond to the  
2 Complaint is February 11, 2025.

3       4.     On February 7, 2025, the Parties stipulated, and the Court ordered, an extended  
4 deadline for Wells Fargo to respond to the Complaint, up to and including March 28, 2025. [ECF  
5 No. 6, 7.]

6       5.     The Parties continue actively engaging in early resolution discussions. To allow the  
7 Parties to reach a resolution that may fully resolve the litigation prior to incurring unnecessary legal  
8 fees, the Parties seek an additional extension of time for Wells Fargo to respond to the Complaint.

9            NOW THEREFORE, based on the foregoing and subject to Court approval, the Parties  
10 agree as follows:

11       1.     The Parties stipulate and agree to extend the deadline for Wells Fargo to respond to  
12 the Complaint, up to and including **April 18, 2025**, to allow the Parties additional time to develop  
13 early resolution discussions prior to incurring unnecessary legal fees.

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15       ///

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17       ///

1           2. This extension request is sought in good faith and is not made for the purpose of  
 2 delay.

3           **IT IS SO STIPULATED.**

4           Dated: March 11, 2025.

5           Dated: March 11, 2025.

6           ROGER CROTEAU & ASSOC., LTD.

7           SNELL & WILMER L.L.P.

8           By: /s/ Timothy E. Rhoda  
 9           Timothy E. Rhoda (NV Bar No. 7878)  
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 12          Las Vegas, Nevada 89102  
 13          *Attorneys for Plaintiff Airmotive*  
 14          *Investments, LLC*

5           By: /s/ Jennifer B. Lustig  
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 11          *Attorneys for Defendant Wells Fargo*  
 12          *Bank, N.A.*

13           **IT IS SO ORDERED.**

14             
 15           UNITED STATES MAGISTRATE JUDGE

16           DATED: March 11, 2025

17           Respectfully submitted by:

18           SNELL & WILMER L.L.P.

19           By: /s/ Jennifer B. Lustig

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